

AG Contract No. KR99-0338TRN  
ADOT ECS File No. JPA 99-18  
Project: RAM 600-1-425 / H 4845 01C  
Section: 101L- Pima Freeway-Phase B  
Cave Creek Road to Scottsdale Road  
**COP # 90101**

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 24 February, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to State's construction of the Pima Freeway from Cave Creek Road to Scottsdale Road, it is necessary for the City and the State to construct separate portions to modify the existing traffic signals at Tatum Boulevard and construct new traffic signals at 56th Street, herein referred to as "the Project", at an estimated total cost of \$108,780 00, all at the State's expense. The purpose of this agreement is to define each parties responsibilities in reference to the construction, materials, installation and maintenance for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 23858  
Filed with the Secretary of State  
Date Filed: 02/24/2000

Betsy Bayless  
Secretary of State

By Dicky D. Shannwood

**II. SCOPE OF WORK**

## 1. The State will:

a. Furnish design plans, specifications and other such documents and services required for construction of the Project, incorporate City's comments as appropriate. Equipment and materials furnished by the City, as shown in Exhibit "A", attached hereto and made a part hereof, shall conform with National Electrical Code and the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways. All poles, mast arms, signal faces and equipment removed, shall be salvaged to the City.

b. Call for bids, award one or more construction contract(s) for the modification to the existing traffic signals at Tatum Boulevard and the installation of new traffic signals at 56th Street.

c. Be responsible for all Blue Staking during construction of the Project.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Upon completion, approve and accept the Project on behalf of the parties hereto.

f. Upon completion of the Project, reimburse the City for the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the plans at the locations noted in 1 b. above, estimated at \$108,780.00 as shown on Exhibit "A".

## 2. The City will:

a. Review the design plans, specifications and other such documents and services required for construction of the Project and provide comments to the State as appropriate.

b. Furnish to the State all equipment and materials for the Project, as shown in Exhibit "A". Install and make operational all new traffic signal equipment, including new traffic signal faces to be mounted on the Tatum Boulevard bridge fascia. Pull, splice, and connect all conductors for traffic signals and lighting in traffic signal poles.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Upon completion and acceptance by the State, provide operation, maintenance and electrical energy to operate the signal and/or cross-road lighting after construction to the modified traffic signals at Tatum Boulevard and the new traffic signals at 56th Street.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:  
Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007  
  
City of Phoenix  
Street Transportation Director  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

By Thomas E. Callow  
THOMAS CALLOW, P.E.  
Interim Street Transportation Director

**STATE OF ARIZONA**  
Department of Transportation

By Victor M. Menendez  
VICTOR M. MENDEZ, P.E.  
Deputy State Engineer  
Dan Lance

ATTEST

By Alexander M. Cordova  
ALEXANDER M. CORDOVA  
City Clerk  
**ACTING**

RESOLUTION

BE IT RESOLVED on this 16th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities for the design, construction modification and maintenance of existing traffic signals at Tatum Boulevard and the design, construction and maintenance of a new traffic signal at 56th Street, incident to the construction of the Pima Freeway from Cave Creek Road to Scottsdale Road

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



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DAVID R. ALLOCCO, P E  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

EXHIBIT 'A'

**City of Phoenix Costs**  
**Pima Freeway, Cave Creek to Scottsdale**  
**Project ACSTP 600-1(16)B, TRACS No. H4845 01C**

All costs are "installed" costs and include labor, materials and equipment.

**Tatum Boulevard**

Modify traffic signals installed with Phase A

	Quantity	\$/Unit	Cost
Type A Pole	6	\$500	\$3,000
Type F Signal Face	6	\$330	\$1,980
Type R Signal Face	18	\$400	\$7,200
Ped Signal	4	\$400	\$1,600
Ped Push Button	4	\$300	\$1,200
Conductors	1 L.S.	\$8,000	\$8,000
Type I Mount	12	\$150	\$1,800
Type XI Mount	12	\$200	\$2,400
Install Cable In Loops	18	\$400	\$7,200
Controller & Cabinet	-	-	-
<b>Total</b>			<b>\$34,380</b>

**56th Street**

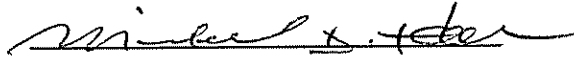
New traffic signal: partial signal

	Quantity	\$/Unit	Cost
Type A Pole	8	\$500	\$4,000
Type M Pole	2	\$900	\$1,800
9144mm MA	1	\$700	\$700
7620mm MA	1	\$500	\$500
Type F Signal Face	20	\$330	\$6,600
Type R Signal Face	4	\$400	\$1,600
Ped Signal	12	\$400	\$4,800
Ped Push Button	13	\$300	\$3,900
Conductors	L.S.	\$8,000	\$8,000
Type II Mount	16	\$150	\$2,400
Type V Mount	4	\$300	\$1,200
Type XI Mount	16	\$200	\$3,200
Install Cable in Coops	44	\$400	\$17,600
Controller & Cabinet	1	\$10,000	\$10,000
LCC and Foundation	1	\$7,000	\$7,000
Ped Push Button Post	2	\$250	\$500
Luminaires	2	\$300	\$600
<b>Total</b>			<b>\$74,400</b>

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11th day of October, 1999.



ACTING  
DLB City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0338TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 16, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/612175

Enc.